EXHIBIT A



null / ALL Transmittal Number: 15017816 Date Processed: 04/11/2016

Notice of Service of Process

Primary Contact: Bruce Buttaro

Liberty Mutual Insurance Company

175 Berkeley Street Boston, MA 02117

Entity: Liberty Mutual Insurance Company

Entity ID Number 1765547

Entity Served: Liberty Mutual Insurance Company

Title of Action: Wylie Lube Express vs. Insurance Solutions Group, LLC.

Document(s) Type: Citation/Petition

Nature of Action: Contract

Court/Agency: Collin County District Court, Texas

Case/Reference No: 429-01288-2016

Jurisdiction Served: Texas

Date Served on CSC: 04/11/2016

Answer or Appearance Due: 10:00 am Monday next following the expiration of 20 days after service

Originally Served On: CSC

How Served: Certified Mail

Sender Information: Stephen Sanders

469-523-1339

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THE STATE OF TEXAS CIVIL CITATION CASE NO.429-01288-2016

Wylie Lube Express vs. Insurance Solutions Group, LLC. and Liberty Mutual Insurance Company

In the 429th District Court

Of Collin County, Texas

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: Liberty Mutual Insurance Company By Serving Registered Agent Corporation Service Company 211 East 7th Street Suite 620 Austin TX 78701-3218, Defendant

GREETINGS: You are commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before ten o'clock A.M. on the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 429th District Court of Collin County, Texas at the Courthouse of said County in McKinney, Texas.

Said Plaintiff's Petition was filed in said court, by Sam Almasri 9330 LBJ Freeway Suite 900 Dallas TX 75243 (Attorney for Plaintiff or Plaintiffs), on March 23, 2016, in this case, numbered 429-01288-2016 on the docket of said court.

The natures of Plaintiff's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at McKinney, Texas, on this the 24th day of March, 2016.

ATTEST: Yoon Kim, District Clerk Collin County, Texas Collin County Courthouse 2100 Bloomdale Road McKinney, Texas 75071

,972-548-4320, Metro 972-424-1460 ext. 4320

Signed: 3/24/2016 9:56:56 AM

Vanessa Araiza

Filed: 3/23/2016 5:01:37 PM Yoon Kim District Clerk Collin County, Texas By Vanessa Araiza Deputy Envelope ID: 9762251

429-01288-2016

| CAUSE | NO.: | |
|---------------------|----------|-----------------------|
| WYLIE LUBE EXPRESS | § | IN THE DISTRICT COURT |
| | § | |
| | § | • |
| VS. | § | |
| | § | OF |
| INSURANCE SOLUTIONS | § | |
| GROUP, LLC. | § | |
| | § | COLLIN COUNTY, TEXAS |
| AND | § | |
| | § | |
| LIBERTY MUTUAL | § | |
| INSURANCE COMPANY . | § | JUDICIAL DISTRICT |
| | | |

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, WYLIE LUBE EXPRESS, Plaintiff herein, who files this Plaintiff's Original Petition against the Defendants LIBERTY MUTUAL INSURANCE COMPANY ("DEFENDANT INSURANCE COMPANY"), and INSURANCE SOLUTIONS GROUP, LLC ("DEFENDANT AGENT") and for cause of action would respectfully show the Court as follows:

A. DISCOVERY CONTROL PLAN

1. Plaintiff intends for discovery to be conducted under Level II of Rule 190 of the Texas Rules of Civil Procedure.

B. PARTIES

2. Plaintiff WYLIE LUBE EXPRESS is a business formed and

PLAINTIFF'S ORIGINAL PETITION - WYLIE LUBE EXPRESS

business in Collin County, Texas.

- 3. Defendant INSURANCE SOLUTIONS GROUP, LLC ("DEFENDANT AGENT") is an individual who may be served at 7640 NE Loop 820 Ste. 99, N. Richland Hills, TX 76180-8369 or wherever else Defendant may be found.
- 4. Defendant LIBERTY MUTUAL INSURANCE COMPANY ("DEFENDANT INSURANCE COMPANY"), is an insurance company registered to engage in the business of insurance in the State of Texas. This Defendant may be served with process by serving its Attorney for Service, Corporation Service Company, 211 East 7th Street, Ste. 620, Austin, TX 78701-3218, or wherever else Defendant may be found.

C. JURISDICTION

- 5. This Court has jurisdiction over the cause of action because the amount in controversy is within the jurisdictional limits of the Court.
- 6. This Court has jurisdiction over Defendant LIBERTY MUTUAL INSURANCE COMPANY, because Defendant engages in the business of insurance in the State of Texas and the cause of action arises out of Defendant's business activities in the State of Texas.
- 7. The court has jurisdiction over Defendant INSURANCE SOLUTIONS
 GROUP, LLC because this defendant engaged in the business of selling insurance?

 policies in the State of Texas and Plaintiff's causes of action arise in the state of this.

Defendant's business activities in the State of Texas.

D. VENUE

8. Venue is proper in Collin County, Texas because the insured's Property was situated in Wylie, Collin County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032

E. FACTS

- 9. Plaintiff was the owner of Texas Commercial Property Policy Number BKS (16) 56 62 93 92 (hereinafter referred to as "the Policy"), issued by DEFENDANT INSURANCE COMPANY. Plaintiff owned the insured Property (hereinafter referred to as "the Property"), which was specifically located at 405 S. Highway 78, Wylie, TX 75098.
- 10. DEFENDANT AGENT AND DEFENDANT INSURANCE COMPANY sold the Policy insuring the Property that is the subject of this lawsuit to Plaintiff.
- 11. On or about May 24, 2015, the Plaintiff's place of business was burglarized and a significant amount of their Property was stolen. Plaintiff suffered a significant loss with respect to the stolen Property at issue.
- 12. Plaintiff submitted a claim to DEFENDANT INSURANCE COMPANY with date of loss May 29, 2015 for damages as a result of the stolen Property.
- 13. Plaintiff asked that DEFENDANT INSURANCE COMPANY to GOVER?

 the cost of replacement to the Property pursuant to the Policy.

- 14. DEFENDANT INSURANCE COMPANY assigned a claim number to Plaintiff's claim and assigned an adjuster to adjust same.
- 15. DEFENDANT INSURANCE COMPANY failed to promptly and properly adjust the claim and summarily improperly denied the claim with obvious knowledge and evidence of theft.
- 16. DEFENDANT INSURANCE COMPANY improperly denied Plaintiff's claim for actual cash value and/or other values of the Property, even though the Policy provided coverage for losses such as those suffered by Plaintiff.
- 17. DEFENDANT INSURANCE COMPANY failed to perform its contractual duty to adequately compensate Plaintiff under the terms of the Policy. DEFENDANT INSURANCE COMPANY failed and refused to pay the full proceeds of the Policy, although due demand was made for proceeds to be paid in an amount sufficient to cover the damaged Property and all conditions precedent to recovery upon the Policy had been carried out and accomplished by Plaintiff. Such conduct constitutes breach of the insurance contract between DEFENDANT INSURANCE COMPANY and Plaintiff.
- 18. DEFENDANT INSURANCE COMPANY failed to make an attempt to settle Plaintiff's claim in a fair manner, although they were aware of their liability to Plaintiff under the Policy. DEFENDANT INSURANCE COMPANY'S conduct, constitutes violations of the *Texas Unfair Competition and Unfair Practices* TEX.

INS. CODE SECTION 541.060(a)(2)(A).

- 19. DEFENDANT INSURANCE COMPANY failed to explain to Plaintiff the reasons for their offer of an inadequate settlement. Specifically, DEFENDANT INSURANCE COMPANY failed to offer Plaintiff adequate compensation, without any explanation why full payment was not being made. Furthermore, DEFENDANT INSURANCE COMPANY did not communicate that any future settlements or payments would be forthcoming to pay for the entire losses covered under the Policy, nor did they provide any explanation for the failure to adequately settle Plaintiff's claim. DEFENDANT INSURANCE COMPANY'S conduct constitutes violations of the *Texas Unfair Competition and Unfair Practices Act*. TEX. INS. CODE Section 541.060(a)(3).
- 20. DEFENDANT INSURANCE COMPANY failed to affirm or deny coverage of Plaintiff's claim within a reasonable time. Specifically, Plaintiff did not receive timely indication of acceptance or rejection regarding the full and entire claim in writing from DEFENDANT INSURANCE COMPANY. DEFENDANT INSURANCE COMPANY'S conduct constitutes violations of the *Texas Unfair Competition and Unfair Practices Act.* TEX. INS. CODE Section 541.060(a)(4).
- 21. DEFENDANT INSURANCE COMPANY refused to fully compensate Plaintiff under the terms of the Policy, even though DEFENDANT INSURANCE COMPANY failed to conduct a reasonable investigation. Specifically, DEFENDANT

INSURANCE COMPANY performed an outcome-oriented investigation of Plaintiff's claim, which resulted in a biased, unfair and inequitable evaluation of Plaintiff's losses on the Property. DEFENDANT INSURANCE COMPANY'S conduct constitutes violations of the *Texas Unfair Competition and Unfair Practices Act*. TEX. INS. CODE Section 541.060(a)(7).

DEFENDANT INSURANCE COMPANY failed to meet its obligations under the Texas Insurance Code regarding acknowledging Plaintiff's claim, beginning investigations to Plaintiff's claim and requesting all information reasonably necessary to investigate Plaintiff's claim within fifteen (15) days of receiving notice of Plaintiff's claim. DEFENDANT INSURANCE COMPANY'S conduct constitutes violations of the *Texas Prompt Payment of Claims Act.* TEX. INS. CODE Section 542.055.

- 22. DEFENDANT INSURANCE COMPANY failed to accept or deny Plaintiff's full and entire claim within thirty (30) business days of receiving all required information. DEFENDANT INSURANCE COMPANY'S conduct constitutes a violation of the *Texas Prompt Payment of Claims Act.* TEX. INS. CODE Section 542.056.
- 23. DEFENDANT INSURANCE COMPANY failed to meet its obligations under the Texas Insurance Code regarding payment of claims without delay.

 Specifically, DEFENDANT INSURANCE COMPANY has delayed full payment of Plaintiff's claim longer than allowed and to date, Plaintiff has not yet received full.

payment for the claim. DEFENDANT INSURANCE COMPANY'S conduct constitutes a violation of the *Texas Prompt Payment of Claims Act.* TEX. INS. CODE Section 542.058.

- 24. From and after the time Plaintiff's claim was presented to DEFENDANT INSURANCE COMPANY, the liability of DEFENDANT INSURANCE COMPANY to pay the full claim in accordance with the terms of the Policy was reasonably clear. However, DEFENDANT INSURANCE COMPANY has refused to pay Plaintiff in full, despite there being no basis whatsoever on which a reasonable insurance company would have relied on to deny the full payment. DEFENDANT INSURANCE COMPANY'S conduct constitutes breaches of the common law duty of good faith and fair dealing.
- 26. DEFENDANT INSURANCE COMPANY knowingly or recklessly made false representations, as described above, as to material facts and/or knowingly concealed all or part of material information from Plaintiff.
- 27. As a result of DEFENDANT INSURANCE COMPANY'S acts and omissions, Plaintiff was forced to retain an attorney and incur attorney's fees for that attorney representing Plaintiff in this cause of action.
- 28. Plaintiff's experience is not an isolated case. The acts and omissions DEFENDANT INSURANCE COMPANY committed in this cause, or similar acts and omissions occurred with such frequency that they constitute a general business practice

of DEFENDANT INSURANCE COMPANY with regard to handling these types of claims. DEFENDANT INSURANCE COMPANY'S entire process is unfairly designed to reach favorable outcome for the company at the expense of the policyholders.

F. CAUSES OF ACTION:

CAUSE OF ACTION AGAINST DEFENDANT AGENT

NONCOMPLIANCE WITH TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES

- 29. DEFENDANT AGENT'S conduct constitutes multiple violations of the Texas Insurance Code, Deceptive Acts. TEX. INS. CODE. 541.060(a). All violations under this article are made actionable by TEX. INS. CODE. 541.151.
- 30. DEFENDANT AGENT is individually liable for their unfair and deceptive acts, irrespective of the fact they were acting on behalf of DEFENDANT INSURANCE COMPANY, because they are a "person" as defined by TEX. INS. CODE. 541.002(2). The term "person" is defined as "any individual, corporation, association, partnership, reciprocal or interinsurance exchange, Lloyds plan, fraternal benefit society, or other legal entity engaged in the business of insurance, including an agent, broker, adjuster or life and health insurance counselor." TEX. INS. CODE. 541.002(2) (emphasis added). See also Liberty Mutual Insurance Co. v. Garrison Contractors, Inc., 966 S.W.2d 482, 484 (Tex. 1998) (holding an insurance comparison.)

employee to be a "person" for the purpose of bringing a cause of action against them under the Texas Insurance Code and subjecting them to individual liability).

- 31. DEFENDANT AGENT'S deceptive acts, as described above, of misrepresenting material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE. 541.060(1).
- 32. DEFENDANT AGENT'S deceptive acts, as described above, of making, issuing or circulation a policy that misrepresents the benefits or advantages promised by the policy sold to the Plaintiff constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE. 541.051(1)(B)
- 33. The deceptive acts of the DEFENDANT AGENT as described above, of making, issuing or circulation a policy that misrepresents the terms of the policy and causing the Plaintiff rely on that misrepresention, constitutes an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE. 541.051(1)(A).
- of misrepresenting to the Plaintiff a material fact or policy provision relating to coverage the coverage at issue; constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INSUCODE: 541.060(1).

35. DEFENDANT AGENT'S misrepresentation of the insurance policy, as described above, by making an untrue statement of material fact; failing to state a material fact necessary to make other statements made not misleading, considering the circumstances under which the statements were made; making a statement in a manner that would mislead a reasonably prudent person to a false conclusion of a material fact; failing to disclose a matter required by law to be disclosed, including failing to make a disclosure in accordance with another provision of this code. TEX. INS. CODE. 541.061.

G. CAUSES OF ACTION AGAINST ALL DEFENDANT PARTIES FRAUD AGAINST ALL DEFENDANT PARTIES

- 36. DEFENDANT INSURANCE COMPANY and DEFENDANT AGENT are liable to Plaintiff for common law fraud.
- 37. Each and every one of the representations, as described above, concerned material facts for the reason Plaintiff would not have acted and which DEFENDANT AGENT knew were false or made recklessly without any knowledge of their truth as a positive assertion.
- and the statements were made with the intention that they should be acted upon by Plaintiff, who in turn acted in reliance upon the statements, thereby causing Plaintiff to suffer injury and constituting common law fraud.

H. CONSPIRACY TO COMMIT FRAUD AGAINST ALL DEFENDANT PARTIES

are liable to Plaintiff for conspiracy to commit fraud. DEFENDANT AGENT and DEFENDANT INSURANCE COMPANY were members of a combination of two or more persons whose object was to accomplish an unlawful purpose or a lawful purpose by unlawful means. In reaching a meeting of the minds regarding the course of action to be taken against Plaintiff, DEFENDANT AGENT and DEFENDANT INSURANCE COMPANY committed an unlawful, overt act to further the object or course of action. Plaintiff suffered injury as a proximate result.

I. CAUSES OF ACTION AGAINST DEFENDANT INSURANCE COMPANY

40. DEFENDANT INSURANCE COMPANY is liable to Plaintiff for intentional breach of contract, as well as intentional violations of the Texas Insurance Code and intentional breach of good faith and fair dealing.

J. BREACH OF CONTRACT

41. DEFENDANT AGENT AND DEFENDANT INSURANCE

COMPANY'S conduct as described above, constitutes a breach of the insurance contract made between DEFENDANT AGENT, DEFENDANT INSURANCE

COMPANY and Plaintiff.

42. DEFENDANT INSURANCE COMPANY'S failure and refusal, as described above, to pay the adequate compensation as it is obligated to do under the terms of the Policy in question and under the laws of the State of Texas, constituted material breaches of the insurance contract with Plaintiff. Plaintiff has suffered damages in the form of actual damages, consequential damages and reasonable and necessary attorney's fees.

K. NONCOMPLIANCE WITH TEXAS INSURANCE CODE: UNFAIR SETTLEMENT PRACTICES

- 43. DEFENDANT INSURANCE COMPANY'S conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE Chapter 541. All violations under this article are made actionable by TEX. INS. CODE Section 541.151.
- 44. DEFENDANT INSURANCE COMPANY'S unfair settlement practice, as described above, of misrepresenting to Plaintiff material facts relating to the coverage at issue, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.
- 45. DEFENDANT INSURANCE COMPANY'S unfair settlement practice, as described above, of failing to attempt in good faith to effectuate a prompt, fair, and R equitable settlement of the claim, even though DEFENDANT INSURANCE.

COMPANY'S liability under the Policy was reasonably clear, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.

- 46. DEFENDANT INSURANCE COMPANY'S unfair settlement practice, as described above, of failing to promptly provide Plaintiff with a reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for its offer of a compromise settlement of the claim, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE ANN. Section 541.051, 541.060 and 541.061.
- 47. DEFENDANT INSURANCE COMPANY'S unfair settlement practice, as described above, of failing within a reasonable time to affirm or deny coverage of Plaintiff's claim or to submit a reservation of rights to Plaintiff, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.
- 48. DEFENDANT INSURANCE COMPANY'S unfair settlement practice, as described above, of refusing to pay Plaintiff's claim without conducting a reasonable investigation, constitutes an unfair method of competition and an unfair and deceptive act or practice in the business of insurance. TEX. INS. CODE Sections 541.051, 541.060 and 541.061.

L. NONCOMPLIANCE WITH TEXAS INSURANCE CODE CHAPTER 541:

THE PROMPT PAYMENT OF CLAIMS ACT

- 49. DEFENDANT INSURANCE COMPANY'S conduct constitutes multiple violations of the Texas Insurance Code, *Prompt Payment of Claims Act.* TEX. INS. CODE Chapter 542. All violations made under this article are made actionable by TEX. INS. CODE Section 542.060.
- 50. DEFENDANT INSURANCE COMPANY'S failure, as described above, to acknowledge receipt of Plaintiff's claim, commence investigation of the claim, and request from Plaintiff all items, statements, and forms that they reasonably believed would be required within the applicable time constraints, as described above, constitutes a non-payment of the claims and a violation of the TEX. INS. CODE Sections 542.055-542.060.
- 51. DEFENDANT INSURANCE COMPANY'S failure to notify Plaintiff in writing of its acceptance or rejection of the claim within the applicable time constraints, constitutes a non-prompt payment of the claim. TEX. INS. CODE Section 542.056.
- 52. DEFENDANT INSURANCE COMPANY'S delay of payment of Plaintiff's claim, as described above, following its receipt of all items, statements and Course forms reasonably requested and required longer than the amount of time provided for

constitutes a non-prompt payment of the claim. TEX. INS. CODE Sections 542.055-542.060.

M. BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

- 53. DEFENDANT INSURANCE COMPANY'S conduct constitutes a breach of the common law duty of good faith and fair dealing owed to insureds in insurance contracts.
- 54. DEFENDANT INSURANCE COMPANY'S failure, as described above, to adequately and reasonably investigate and evaluate Plaintiff's claim, although at that time, Defendant knew or should have known by the exercise of reasonable diligence that its liability was reasonably clear, constitutes a breach of duty of good faith and fair dealing.

N. TEXAS DECEPTIVE TRADE PRACTICES ACT

- 55. Each of the acts described above, together and singularly, constitute a violation of the Texas Deceptive Trade Practices Act pursuant to its tie-in provision for Insurance Code Violations. Accordingly, Plaintiff also brings each and every cause of action alleged above under the Texas Deceptive Trade Practices Act pursuant to its tie-in provision.
- 56. At all times material hereto, Plaintiff was a consumer who purchased insurance products and services from DEFENDANT AGENT AND DEFENDANT

INSURANCE COMPANY. DEFENDANT AGENT AND DEFENDANT INSURANCE COMPANY have violated the Texas Deceptive Trade Practices Act in the following manners:

- a. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- b. Representing the goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities, which they do not have or that a person has a sponsorship, approval status, affiliation, or connection which he does not;
- c. Disparaging the goods, services, or business of another by false or misleading representation of acts;
- d. Advertising goods or services with intent not to sell them as advertised;
- e. Making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions;
- f. Representing that an agreement confers or involves rights, remedies, or obligations, which it does not have or involve, or which are prohibited by law;
- g. Misrepresenting the authority of a salesman, representative or agent to negotiate the final terms of a consumer transaction;
- h. Failing to disclose information concerning goods or services which was known at the time of the transaction and such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed; and

i. Engaging in an unconscionable course of conduct.

O. KNOWLEDGE AND INTENT

57. Each of the acts described above, together and singularly, was done "knowingly" and "intentionally" as those terms are used in the Texas Insurance Code and were a producing cause of Plaintiff's damages described herein.

P. DAMAGES

Plaintiff herein, WYLIE LUBE EXPRESS complains of INSURANCE SOLUTIONS GROUP, LLC and LIBERTY MUTUAL INSURANCE COMPANY, and prays that LIBERTY MUTUAL INSURANCE COMPANY and INSURANCE SOLUTIONS GROUP, LLC be cited to appear and answer and that on a final trial on the merits, Plaintiff recover from LIBERTY MUTUAL INSURANCE COMPANY and INSURANCE SOLUTIONS GROUP, LLC the following:

- 1. Plaintiff would show that all of the aforementioned acts, taken together or singularly constitute the proximate and/or producing cause of damages sustained by Plaintiff;
- 2. As previously mentioned, the damages caused by the water damage rendered Plaintiff's Property significantly damaged. These damages have not been properly addressed or repaired in the months since the water damage, causing further damages to the Property and causing undue hardship and burden to Plaintiff. These damages are a direct result of DEFENDANT INSURANCE COMPANY and DEFENDANT AGENT mishandling of Plaintiff's claim in violation of the laws set forth above;
- 3. For breach of contact, Plaintiff is entitled to regain the benefit of Boundaries bargain, which is the amount of the claim, together with attorney stees.

- 4. For noncompliance with the *Texas Unfair Competition and Unfair Practices Act*, Plaintiff is entitled to actual damages, which includes the loss of the benefits that should have been paid pursuant to the Policy, including but not limited to direct and indirect consequential damages, mental anguish, court costs, and attorney fees. For knowing conduct of the acts complained of, Plaintiff asks for three (3) times actual damages. TEX. INS. CODE ANN. Section 541.60;
- 5. For noncompliance with Texas Insurance Code, *Prompt Payment of Claims Act*, Plaintiff is entitled to amount of its claim, as well as eighteen (18) percent interest per annum of the amount of such claim as damages, together with attorney's fees. TEX. INS. CODE Section 542.060;
- 6. For breach of the common law duty of good faith and fair dealing, Plaintiff is entitled to compensatory damages including all forms of loss resulting from DEFENDANT INSURANCE COMPANY'S breach of duty, such as additional costs, economic hardship, losses due to nonpayment of the amount the insurer owed, exemplary damages and damages for emotional distress, as to be determined by the jury;
- 7. For fraud, Plaintiff is entitled to recover actual damages and exemplary damages for knowing fraudulent and malicious representations, along with attorney's fees, interest and court costs; and
- 8. For the prosecution and collection of this claim, Plaintiff has been compelled to engage the services of the attorney whose name is subscribed to this pleading. Therefore, Plaintiff is entitled to recover a sum for the reasonable and necessary services of Plaintiff's attorney in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon trial hereof, said Plaintiff has and recovers such sums as would reasonably and justly compensate it in accordance with the rules of law and procedure, both as its actual

damages, treble damages under the Texas Insurance Code and all punitive and exemplary damages as may be found. In addition, Plaintiff requests the award of attorney's fees for the trial and any appeal of this case, for all costs of Court in its behalf expended, for prejudgment and postjudgment interest as allowed by law, and for any other and further relief, either at law or in equity, to which it may show itself to be justly entitled.

Respectfully submitted,

THE ALMASRI, MARZWANIAN & SEPULVEDA LAW GROUP, PLLC

By: /s/ Stephen Sanders

Stephen Sanders

Texas Bar No.: 24068476

9330 LBJ Freeway, Ste. 900

Dallas, TX 75243

Telephone: 469.523.1339

Telecopier: 888.958.3730

Stephen@attorneystephensanders.com

ATTORNEY FOR PLAINTIFF

JURY DEMAND

Plaintiff hereby respectfully demands a trial by jury.

/s/ Stephen Sanders

Stephen Sanders





STATE OF TEXAS

COUNTY OF COLLIN

I, Yoon Kim, District Clerk in and for Collin County Texas,
do hereby certify that the above foregoing is a true and correct copy of the
original document as the same appears on the file in the District Court,
Collin County, Texas. Witness my hand and seal of said Court, this
the M day of Doc A.D., 2010

YOON KIM, DISTRICT CLERK
COLLIN COUNTY, TEXAS

DEPUTY

LEGAL DOCUMENT MANAGEMENT 5930 LBJ FREEWAY #330 DALLAS, TX 75240 Centrie Division Case 4 16 par 100 281 FF C Document 1-1 F

Filed 04/29/16 Page 24 of 32 PageID #: 30



Corporation Service Company 211 E. 7425t., Suite#620 Austin, TX, 78701

Filed: 3/23/2016 5:01:37 PM Yoon Kim

Case 4:16-cv-00281-RC Document 1-1 Filed 04/29/16 Page 25 of 32 Page Ds#ct Gark Collin County, Texas

CAUSE NUMBER (FOR CLERK USE ONLY):

Civil Case Information Sheet 429-01288-2016

COURT (FOR CLERK USE ONLY);

By Vanessa Araiza Deputy Envelope ID: 9762251

Rev 2/13

STYLED Wylie Lube Express v. Insurance Solutions Group, LLC, and Liberty Mutual Insurance Company (e.g., John Smith v. All American Insurance Co; In re Mary Ann Jones, In the Matter of the Estate of George Jackson) A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing. 1. Contact information for person completing case information sheet: Names of parties in case: Person or entity completing sheet is: Attorney for Plaintiff/Petitioner Plaintiff(s)/Petitioner(s): ☐ Pro Se Plaintiff/Petitioner Name: ☐Title IV-D Agency ☐Other: Wylie Lube Express Sam Almasrı sam@theamslawgroup.com Telephone: Address: Additional Parties in Child Support Case: 2142272777 9330 LBJ Ste. 900 Defendant(s)/Respondent(s) Custodial Parent: City/State/Zip: Fax: Insurance Solutions Group, LLC. 75243 2142272271 Dallas, Texas Non-Custodial Parent: and Liberty Mutual Insurance State Bar No: Signatufe: Company Presumed Father: 24053071 [Attach additional page as necessary to list all parties] 2. Indicate case type, or identify the most important issue in the case (select only 1): Family Law Civil Post-judgment Actions Marriage Relationship (non-Title IV-D) Real Property Injury or Damage Contract Assault/Battery Eminent Domain/ Annulment Enforcement Debt/Contract □Consumer/DTPA Construction Condemnation ☐Declare Marriage Void ■Modification—Custody Partition ☐Modification—Other Divorce Debt/Contract ■ Defamation ■With Children ☐Quiet Title Fraud/Misrepresentation Malpractice Title IV-D Other Debt/Contract: Accounting Trespass to Try Title ■No Children TEnforcement/Modification Other Property: Legal □Paternity Medical Reciprocals (UIFSA) Foreclosure Other Professional Support Order ☐Home Equity—Expedited Liability: Other Foreclosure Related to Criminal Franchise Other Family Law Parent-Child Relationship Matters Motor Vehicle Accident Insurance Adoption/Adoption with ☐Enforce Foreign □ Expunction ☐ Premises Landlord/Tenant Judgment Nisi Judgment Termination Product Liability ■ Non-Competition Child Protection ☐Non-Disclosure ☐ Habeas Corpus □Asbestos/Silica ■Partnership Child Support Seizure/Forfeiture ■Name Change Other Product Liability Other Contract: Writ of Habeas Corpus-■Protective Order Custody or Visitation List Product: Gestational Parenting Removal of Disabilities Pre-indictment of Minority Grandparent Access Other: Other Injury or Damage: Other: Parentage/Paternity ☐ Termination of Parental Rights Other Civil **Employment** Other Parent-Child: ☐Lawyer Discipline □Administrative Appeal □ Discrimination Perpetuate Testimony Antitrust/Unfair Retaliation Securities/Stock Competition ■Termination Tortious Interference ☐Code Violations Workers' Compensation Foreign Judgment X Other: Other Employment: Intellectual Property Probate & Mental Health Tax ☐Guardianship—Adult Probate/Wills/Intestate Administration ☐ Tax Appraisal Guardianship—Minor Dependent Administration □Tax Delinquency ☐ Independent Administration☐ Other Estate Proceedings ☐Mental Health Other Tax Other: 3. Indicate procedure or remedy, if applicable (may select more than 1): ☐ Prejudgment Remedy ☐ Protective Order ☐ Appeal from Municipal or Justice Court ☐ Arbitration-related Declaratory Judgment Garnishment Receiver ☐ Interpleader ■ Attachment ☐Sequestration License ☐Bill of Review ☐Certiorari Mandamus
Post-judgment Temporary Restraining Order/Injunction □Class Action 4. Indicate domages sought (do not select if it is a family law case): Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees

Less than \$100,000 and non-monetary relief Over \$100, 000 but not more than \$200,000 Over \$200,000 but not more than \$1,000,000 Over \$1,000,000

THE STATE OF TEXAS CIVIL CITATION CASE NO.429-01288-2016

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TO: Liberty Mutual Insurance Company By Serving Registered Agent Corporation Service Company 211 East 7th Street Suite 620 Austin TX 78701-3218, Defendant

GREETINGS: You are commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before ten o'clock A.M. on the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 429th District Court of Collin County, Texas at the Courthouse of said County in McKinney, Texas.

Said Plaintiff's Petition was filed in said court, by Sam Almasri 9330 LBJ Freeway Suite 900 Dallas TX 75243 (Attorney for Plaintiff or Plaintiffs), on March 23, 2016, in this case, numbered 429-01288-2016 on the docket of said court.

The natures of Plaintiff's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at McKinney, Texas, on this the 24th day of March, 2016.

ATTEST: Yoon Kim, District Clerk

Collin County, Texas Collin County Courthouse 2100 Bloomdale Road

McKinney, Texas 75071

972-548-4320, Metro 972-424-1460 ext. 4320

Signed: 3/24/2016 9:56:56 AN

O, Deputy

Vanessa Araiza

THE STATE OF TEXAS CIVIL CITATION CASE NO.429-01288-2016

Wylie Lube Express vs. Insurance Solutions Group, LLC. and Liberty Mutual Insurance Company

In the 429th District Court

Of Collin County, Texas

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: Insurance Solutions Group, LLC. 740 NE Loop 820 Ste 99 N Richland Hills TX 76180-8369, Defendant

GREETINGS: You are commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before ten o'clock A.M. on the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 429th District Court of Collin County, Texas at the Courthouse of said County in McKinney, Texas.

Said Plaintiff's Petition was filed in said court, by Sam Almasri 9330 LBJ Freeway Suite 900 Dallas TX 75243 (Attorney for Plaintiff or Plaintiffs), on March 23, 2016, in this case, numbered 429-01288-2016 on the docket of said court.

The natures of Plaintiff's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at McKinney, Texas, on this the 24th day of March, 2016.

A COUNTY COUNTY AND CO

ATTEST: Yoon Kim, District Clerk Collin County, Texas Collin County Courthouse 2100 Bloomdale Road McKinney, Texas 75071 972-548-4320, Metro 972-424-1460 ext. 4320

Signed: 3/24/2016 9:56:49 AN

_, Deputy

Vanessa Araiza

Filed: 4/11/2016 12:00:00 AM

Collin County, Texas By Sarah Espinoza Deputy Envelope ID: 10039278

1030AM 1030AM JESSICA JESSICA

THE STATE OF TEXAS CIVIL CITATION CASE NO.429-01288-2016

Wylie Lube Express vs. Insurance Solutions Group, LLC. and Liberty Mutual Insurance Company

In the 429th District Court

Of Collin County, Texas

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: Insurance Solutions Group, LLC. 740 NE Loop 820 Ste 99 N Richland Hills TX 76180-8369, Defendant

GREETINGS: You are commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before ten o'clock A.M. on the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 429th District Court of Collin County, Texas at the Courthouse of said County in McKinney, Texas.

Said Plaintiff's Petition was filed in said court, by Sam Almasri 9330 LBJ Freeway Suite 900 Dallas TX 75243 (Attorney for Plaintiff or Plaintiffs), on March 23, 2016, in this case, numbered 429-01288-2016 on the docket of said court.

The natures of Plaintiff's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at McKinney, Texas, on this the 24th day of March, 2016.

A COUNT THE

ATTEST: Yoon Kim, District Clerk Collin County, Texas Collin County Courthouse 2100 Bloomdale Road McKinney, Texas 75071 972-548-4320, Metro 972-424-1460 ext. 4320

Signed: 3/24/2016 9:56:49 AM

Sea Araiva, Deputy

NO. 429-01288-2016

JULL NOSTRAND Petitioner,

IN THE DISTRICT COURT

VS.

429th JUDICIAL DISTRICT

INSURANCE SOLUTIONS GROUP, LLC. AND LIBERTY MUTUAL INSURANCE COMPANY Defendants.

COLLIN COUNTY, TEXAS

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, on this day appeared Patrise Halstead,

Who after being duly sworn did upon oath state the following: "My name is Patrise Halstead. I am over the age of eighteen (18) years and I am fully competent to testify to matters stated in this affidavit. I have personal knowledge of the facts and statements contained in this affidavit and each is true and correct. I am an authorized person to serve process in the state of Texas. I am not a party to the plaintiff or the defendants in the matter, and am competent to make oath of the facts stated below.

Came to hand on the 7th day of April, 2016 at 8:00 A.M. Executed at 740 NE Loop 820 Suite 99, North Richland Hills, Texas 76180 within the county of Tarrant at 10:30 o'clock A.M. on the 7th day of April, 2016, by delivering to the within named, Insurance Solutions Group LLC by serving Authorized Officer Jessica Peters, a true copy of the Plaintiff's Original Petition with Citation attachedhaving first endorsed on the same date of delivery.

| endorsed on the same date of delivery. | | |
|--|----------------------------------|-------------------|
| Signed this 8 day of APPIL | 2016. | |
| | By: fatrice or Upalslead | MARKER L. S. |
| | Patrise Halstead | RY PUBL |
| | SCH ID# 11623 Exp. 08/31/2018 | |
| | | A OF S |
| SUBSCRIBED AND SWORN TO BEFOR | RE ME this State day of | May 03 - 14 - 198 |
| 100 j. 2016. | Al cathod Back | |
| | Notary Public, State of | • |

Yoon Kim
District Clerk
Collin Count

THE STATE OF TEXAS CIVIL CITATION CASE NO.429-01288-2016 By Laci Landrith Deputy Envelope ID: 10186957

Wylie Lube Express vs. Insurance Solutions Group, LLC. and Liberty Mutual Insurance Company

In the 429th District Court

Of Collin County, Texas

NOTICE TO DEFENDANT: "You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you."

TO: Liberty Mutual Insurance Company By Serving Registered Agent Corporation Service Company 211 East 7th Street Suite 620 Austin TX 78701-3218, Defendant

GREETINGS: You are commanded to appear by filing a written answer to **Plaintiff's Original Petition** at or before ten o'clock A.M. on the Monday next after the expiration of twenty days after the date of service of this citation before the Honorable 429th District Court of Collin County, Texas at the Courthouse of said County in McKinney, Texas.

Said Plaintiff's Petition was filed in said court, by Sam Almasri 9330 LBJ Freeway Suite 900 Dallas TX 75243 (Attorney for Plaintiffs), on March 23, 2016, in this case, numbered 429-01288-2016 on the docket of said court.

The natures of Plaintiff's demand is fully shown by a true and correct copy of **Plaintiff's Original Petition** accompanying this citation and made a part hereof.

Issued and given under my hand and seal of said Court at McKinney, Texas, on this the 24th day of March, 2016.

ATTEST: Yoon Kim, District Clerk Collin County, Texas Collin County Courthouse 2100 Bloomdale Road

McKinney, Texas 75071

972-548-4320, Metro 972-424-1460 ext. 4320

Signed: 3/24/2016 9:56:56 AM

Vanessa Araiza

, Deputy

NO. 429-01288-2016

WYLIE LUBE EXPRESS

IN THE DISTRICT COURT

VS.

429TH JUDICIAL DISTRICT

INSURANCE SOLUTIONS GROUP, LLC AND LIBERTY MUTUAL INSURANCE COMPANY

COLLIN COUNTY, TEXAS

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day appeared Heather Bork Who after being duly sworn did upon oath state the following:

"My name is Heather Bork. I am over the age of eighteen (18) years and I am fully competent to testify to matters stated in this affidavit. I have personal knowledge of the facts and statements contained in this affidavit and each is true and correct. I am an authorized person to serve process in the state of Texas. I am not a party to the plaintiff or the defendants in the matter, and am competent to make oath of the facts stated below.

Came to hand on the 7th day of April, 2016. Executed at 211 E. 11th Street #620, Austin, Texas 78701 within the county of Travis at 9:16 o'clock A.M. on the 11th day of April, 2016, by delivering to the within named, Liberty Mutual Insurance Company by serving Registered Agent Corporation Service Company by Certified Mail # 7015 0640 0000 2941 5963, a true copy of Plaintiff's Original Petition with Citation attached having first endorsed in the same date of delivery.

Signed this 18th day of April , 2016

Heather Bork

SCH ID# 8133 Exp. 02/28/17

day of

SUBSCRIBED AND SWORN TO BEFORE ME this

PRIL , 2016.

Notary Public, State of

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | | |
|---|---|--|--|
| Complete items 1, 2, and 3. Print your name and address on the everse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Signature X Agent Addressee B. Received by (Printed Name) C. Date of Delivery APR 1 1 2016 | | |
| 1. Article Addressed to: Liberty Mutual Insurance Com | 4 | | |
| C/o Corporation Service Compan | | | |
| 211 E. 745t., Swite 62 Austin, TX, 78701 | 20 | | |
| 9590 9403 0857 5215 0439 17 | 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery ☐ Collect on Delivery ☐ Configuration Mail Restricted Delivery ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise | | |
| 2. Article Number (<i>Transfer from service label</i>) 7015 0640 0000 2941 5963 | ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation ☐ Insured Mail ☐ Signature Confirmation ☐ Insured Mail Restricted Delivery ☐ Restricted Delivery ☐ Signature Confirmation ☐ Insured Mail Restricted Delivery | | |
| PS Form 3811, April 2015 PSN 7530-02-000-9053 | Domestic Return Receipt | | |